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CLERK US DISTRICT COURT  
NORTHERN DIST. OF TX  
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UNITED STATES DISTRICT COURT FOR  
THE NORTHERN DISTRICT OF TEXAS -4 PM 1:27

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**Herbert R. Putz, Plaintiff**

**Delta Farms, Corp.**

**S**

**1825 Locust Grove Church Rd.**

**Orange, VA 22906**

**(540) 406 7054**

**vs.**

**S**

**CAUSE NO.**

**S**

**8-17-cv-3280-G**

**S**

**S**

**Atmos Energy Corporation**

**5430 LBJ Freeway**

**1800 Three Lincoln Ctr.**

**Dallas, TX 75240**

**Service**

**Corporation Service Company**

**211 East 7th Street]**

**Austin, TX 78701**

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**PLAINTIFFS' ORIGINAL COMPLAINT TO COMPEL DEFENDANT TO  
APPOINT THEIR "DISINTERESTED PERSON" TO PROCEED WITH THE  
ALTERNATE DISPUTE RESOLUTION STIPULATED IN THE EASEMENT  
AGREEMENTS.**

**TO THE HONORABLE JUDGE OF SAID COURT:**

**NOW COMES** Plaintiffs, Herbert R. Putz (Putz) "pro se litigant" and hereby applies and moves for an order compelling Defendant Atmos Energy Corporation (Atmos) to nominate and appoint their "disinterested person" to proceed with the Alternate Dispute Resolution of all claims agreed in the easement agreements.

I.

Plaintiff resides at 1825 Locust Grove Church Rd. in Orange, VA 22960.

Defendant is a Corporation, organized and existing under and by virtue of the Laws of the State of Texas with principal place of business at 5430 LBJ Freeway, Dallas, TX 75240.

II.

Herbert R. Putz (Putz) was the owners of agricultural land in Delta County TX identified in Real Property Records of Delta County at (1) Volume 65, Page 187; (2) Volume 65, Page 180; (3) Volume 65, Page 194; (4) Volume 65, Page 468; (5) Volume 65, Page 182; (6) Volume 65, Page 177; (7) Volume 65, Page 185; and (8) Volume 65, Page 192) (EXHIBIT A).

The original 1930 easement agreements grant a right of way for the purpose of constructing, inspecting, repairing, maintaining/operating, and replacing a pipeline and appurtenances. Should more than one pipeline be laid, the sum of 25 cents per linear rod for each additional line shall be paid besides the damages which may arise to growing crops from the construction, maintenance and operation.

The Easement Agreement stipulates further said damages, if not mutually agreed upon to be ascertained and determined by three disinterested person, one thereof to be appointed by said Grantor, one by the said Grantee, and the third by the two so appointed asforesaid, and the written award of such three persons shall be final and conclusive.

According to Mr. B. Caroll - an Atmos employee - the work on the new pipeline began on 7/25/2013 and was completed 8/30/2013. The existing pipeline was not removed. The work performed by Atmos was the installation of 4,740 linear ft. of a new pipe equal to 287.27 rods which caused damages to an area of our fields of 50'ft. X 4,740'ft. = 237,500 sq. ft. or a total of @ 6 acres of crop damages. (EXHIBIT B)

The attorneys for Putz and Atmos tried to find a settlement but Atmos' terms of the proposed settlement agreement were not acceptable to Putz.

III.

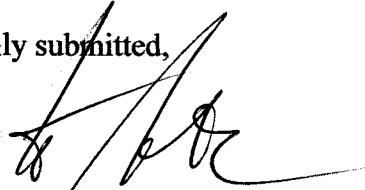
In as much as no "meetings of the minds" for a settlement occurred the contractual agreed Alternate Dispute Resolution (ADR) is to apply. ADR is strongly favored in federal law. *Shearson/ American Express, Inc. v. McMahon*, 482 US 220, 226 (1987); *Moses H. Cone, Mem'l Hospital v. Mercury constr. Cor.* 460 US 1,24-25 (1983).

The Court should order ADF unless it can be said with positive assurance that the ADF clause is not susceptible to any interpretation that would cover the dispute. Any doubts concerning the scope of the ADF agreement must be resolved in favor of ADF under federal law *Harvey v. Joyce*, 199 F3rd 790.

IV.

WHEREFORE, Plaintiff Putz respectfully request that its Complaint to Compel Defendant, Atmos Energy Corporation to nominate their "disinterested person" and proceed with Alternate Dispute Resolution be granted.

Respectfully submitted,



Herbert R. Putz  
1825 Locust Grove Church Rd Orange, VA 22960  
hp@[www.attic.com](http://www.attic.com)  
(540) 406 7054

THE STATE OF TEXAS  
COUNTY OF DELTA

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of Twenty-two and 75/100

(8.2575) Dollars to the undersigned, Mrs. Alta Haged and Husband F.C. Haged,

(herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL and CONVEY unto LONE STAR GAS COMPANY, a corporation, (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto, and to construct, maintain and operate telegraph and telephone lines in connection therewith, together with the necessary poles, guy wires and anchors, over and through the following described

lands situate in Delta, County, State of Texas, to-wit:

150 acres, more or less, out of the A. Askew Survey.

more fully described in deed from C.A. Larson and Wife to Mrs. Alta Haged & F.C. Haged

recorded in Volume 62, Page 27, Deed Records of said County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per linear rod for each additional line shall be paid, besides the damages above provided for.

Upon written application to the Grantor, either by the Grantee or the successors and assigns of the Grantor, the Grantor shall pay to the Grantee the sum of twenty-five cents per linear rod for each additional line, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per linear rod for each additional line shall be paid, besides the damages above provided for.

It is expressly agreed that telegraph and telephone poles above referred to shall

follow the fence road or property line of the above described property.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

Witness the execution hereof on this the 11th day of February, A.D. 1930.

Signed and delivered in  
the presence of the un-  
dersigned witnesses:

S. V. Harris  
Right of Way Agent

Mrs. Alta Haged  
F.C. Haged

THE STATE OF TEXAS  
COUNTY OF Delta

Before me, J. T. Taylor, a Notary Public in and for said County and State, on this day personally appeared J. P. Simpson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 24 day of February, A.D. 1950

(SEAL)

Notary Public in and for

Delta County, Texas

FORM 411 500 3-22

THE STATE OF TEXAS,  
COUNTY OF Delta

BEFORE ME, J. T. Taylor

County and State, on this day personally appeared Cars? Simpson, Guardian Guardian Guardian  
of Hobart Gillean, Herman Gillean and Fay Gillean, Juniors, known to  
me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office on this the 24 day of  
February, A.D. 1980.

(SEAL)

~~Notary Public in and for  
Delta County, Texas~~

0-16-1	Delta	County, Texas
No. 1	P. O. Address	Post Office, <del>Delta</del> , <del>Delta</del>
		to
<p>LONE STAR GAS COMPANY  1815 Wood Street,  Dallas, Texas.</p> <p>Filed for Record this the <u>14</u> day  of <u>March</u>, 19<u>22</u> <u>1922</u>  Approved <del>By</del> <del>the</del> <del>President</del>  County Clerk</p>		
	Deputy Engineer	Attorney
Approved:	<u>George Hall</u>	

Form 278 5M-8-32

016176

THE STATE OF TEXAS  
COUNTY OF DELTA

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of Twelve and 50/100  
(\$ 12.50) Dollars to the undersigned, D. O. Slough and wife, Delia Slough and  
Millie Carroll, a female slave,

(certain styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL and CONVEY unto LONE STAR GAS COMPANY, a corporation, (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto, and to construct, maintain and operate telegraph and telephone lines in connection therewith, together with the necessary poles, guy wires and masonry, over and through the following described

lands situate in Delta, County, State of Texas, to-wit:  
120 acres, more or less, out of the A. Askey Survey,  
  
more fully described in deed from Millie Carroll to  
D. O. Slough recorded in Volume 60, Page 224, Deed Records of said  
County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per linear rod for each additional line shall be paid, besides the damages above provided for.

Upon written application to the Grantee at Dallas, Texas, the Grantor will make or cause to be made a tap on any gas pipe line constructed by Grantee on Grantor's premises for the purpose of supplying gas to the Grantor for domestic use only, the cost of meter, saddle and labor to be borne by said Grantee, all other expenses, including fittings, to be borne by Grantor, gas to be measured and furnished at the main line of Grantee at the same price and under the same rules and regulations as prevail in the nearest city or town where Grantee is supplying gas.  
It is expressly agreed that telegraph and telephone poles above referred to shall follow  
the fence, road or property lines of the above described property.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

Witness the execution hereof on this the 12th day of February, A.D. 1930.

Signed and delivered in  
the presence of the un-  
designed witnesses:

J. W. Harris  
Right of Way Agent.

Millie Carroll  
D. O. Slough  
Delia Slough

THE STATE OF TEXAS  
COUNTY OF DELTA

Before me, Louis M. Taylor, a Notary Public in and for said County and State, on this day personally appeared D. O. Slough and Lillie Carrill, known to me to be the person whose name are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 12th day of February, A.D. 1930.

(SEAL)

Louis M. Taylor  
Notary Public in and for

Delta

County, Texas.

THE STATE OF TEXAS  
COUNTY OF DELTA

Before me, Louis M. Taylor, a Notary Public in and for said County and State, on this day personally appeared Delia Slough, wife of D. O. Slough, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Delia Slough, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the 12th day of February, A.D. 1930.

(SEAL)

Louis M. Taylor  
Notary Public in and for

Delta

County, Texas

RECEIVED  
APR 16 1930 10:30 A.M.  
Line No. 13 74.

No. Delta County, Texas  
D. O. Slough  
P. O. Address

to

LONE STAR GAS COMPANY  
1915 Wood Street,  
Dallas, Texas.

Filed for Record this the 12th day  
of February, 1930, by L. M.  
Bethel P. Slough,  
County Clerk  
B. P. Slough  
Deputy  
Engineer  
Attorney

Approved: Frank Hall  
Deputy

Indexed

THE STATE OF TEXAS  
COUNTY OF DELTA: I further certify that the above and foregoing instrument  
was duly and correctly  
executed. 30 4/30 P.M. 65  
Page 18 of 22 Filed 18 March 1930  
witness my hand Bethel P. Slough 18 March 1930  
Deputy

Form 22 12-4-28

THE STATE OF TEXAS  
COUNTY OF Delta

KNOW ALL MEN BY THESE PRESENTS:

016177

That for and in consideration of Thirty-five and 50/100  
(\$.35.50) Dollars to the undersigned, Mr. Lena McIntosh, a widow, and Cecil  
Counts and wife, Quinn McIntosh Counts

(herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL and CONVEY unto LONG STAR GAS COMPANY, a corporation, (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto, and to construct, maintain and operate telegraph and telephone lines in connection therewith, together with the necessary poles, guy wires and anchors, over

and through the following described lands situate in Delta County, State of Texas, to-wit:  
115 acres, more or less, out of the A. L. Aker Survey,

more fully described in deed from T. L. Fillican to  
Harris McIntosh recorded in Volume 38, Page 317, Deed Records of said  
County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per lineal rod for each additional line shall be paid, besides the damages above provided for.

Upon written application to the Grantee at Dallas, Texas, the Grantee will make or cause to be made a tap on any gas pipe line constructed by Grantee on Grantor's premises for the purpose of supplying gas to the Grantor for domestic use only, the cost of meter, saddle and labor to be borne by said Grantee, all other expenses, including fittings, to be borne by Grantor, gas to be measured and furnished at the main line of Grantee at the same price and under the same rules and regulations as prevail in the nearest city or town where Grantee is supplying gas.

It is expressly agreed that telegraph and telephone poles above referred to shall follow the fence, road or property lines of the above described property.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

Witness the execution hereof on this the 21st day of February, A. D. 1930.

Signed and delivered in  
the presence of the un-  
designed witnesses:

Lena McIntosh

Right of Way Agent.

Mr. Lena McIntosh

Harris McIntosh

THE STATE OF TEXAS  
COUNTY OF ELLIS

Before me, E. N. Barton, a Notary Public in and for said County and State, on this day personally appeared Mrs. Lena McIntosh, a widow, and Cecil Counts, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 21<sup>st</sup> day of February, A. D. 1920.

(SEAL)

E. N. Barton  
Notary Public in and for

Ellis County, Texas

THE STATE OF TEXAS  
COUNTY OF ELLIS

Before me, E. N. Barton, a Notary Public in and for said County and State, on this day personally appeared Guinn McIntosh Counts, wife of Cecil Counts, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Guinn McIntosh Counts, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the 21<sup>st</sup> day of February, A. D. 1920.

(SEAL)

E. N. Barton  
Notary Public in and for

Ellis County, Texas

RECORDED AND INDEXED

Line	6-15-	
No.	<u>77</u>	County, Texas
Debtors		
Mrs. Lena McIntosh, et al.		
P. O. Address		
to		
LONE STAR GAS COMPANY		
1615 Wood Street,		
Dallas, Texas.		
Filed for Record this <u>18<sup>th</sup></u> day		
of <u>March</u> , <u>1920</u> and P.		
Cecil Counts, et al.		
Appovd:		
John H. Hall		
Engineer		
Approved: <u>Henry Held</u>		
Attorney		
Indexed		

THE STATE OF TEXAS:

COUNTY OF DENTON: I hereby certify that the above and foregoing instrument was duly and properly recorded in my office on the 19 day of March, 1920, at 12:00 P.M. P. 1 in Vol. 6 S. 1 from 194-6 of the 1<sup>st</sup> Record of Abilene, Texas.

Witness my hand and seal of office this 19 day of March, 1920.

John H. Held, Co. Clerk, Denton County, Texas

Recd

Form 275 04-6-29

THE STATE OF TEXAS  
COUNTY OF Delta

KNOW ALL MEN BY THESE PRESENTS:

01678

That for and in consideration of Eleven and no/10  
\$ 11.00 Dollars to the undersigned, Walter F. Harkness, individually and as  
Administrator of Estate of Hollis Harkness, deceased,

(herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL and CONVEY unto LONE STAR GAS COMPANY, a corporation, (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto, and to establish, maintain and operate telegraph and telephone lines in connection therewith, to the said Grantee, and to convey, over and through the following described

Lands situate in Delta County, State of Texas, to-wit:

44 acres, more or less, out of the A. Askey Survey, being same land as bequeathed to  
Walter F. Harkness by will of Hollis Harkness, which will is recorded in Vol. n, Page 278,  
Probate Minutes of Delta County, Texas.

County to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telephone and telegraph lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per linear rod for each additional line shall be paid, besides the damages above provided for.

Upon written application to the Grantee at Dallas, Texas, the Grantee will make or cause to be made a tap on my gas pipe line constructed by Grantee on Grantor's premises for the purpose of supplying gas to the Grantor for domestic use only, the cost of meter, saddle and labor to be borne by said Grantee, all other expenses, including fittings, to be borne by Grantor, gas to be measured and furnished at the main line of Grantee at the same price and under the same rules and regulations as prevail in the nearest city or town where Grantee is supplying gas.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

Witness the execution hereof on this the First day of July, A.D. 1955.

Signed and delivered in  
the presence of the im-  
designated witnesses:

Walter F. Harkness  
Administrator  
Walter F. Harkness

S. H. Harris

Right of Way Agent.

THE STATE OF TEXAS |  
COUNTY OF Denver |

Present under my hand and seal of office on this the 21 day of May, A.D. 1943

(SEAL)

### Notes Public in and for

County, *Colo.*

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_, wife of \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privately and apart from her husband and having the same fully explained to her, she, the said \_\_\_\_\_, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_.

(SÄÄT)

**Notary Public in and for**

County, Texas

REGULAR AND IRREGULAR

Line 1016 No. 1447  
County, Texas  
Delta.

Walter F. Hartung

14 *Broadsay*

LONE STAR GAS COMPANY  
1315 W. 103 Street

Dallas, Texas,

Filed for Record 1st. M. 1990 10:45 A. M.  
of Beaumont, Texas  
Approved: Robert E. Johnson  
Counsel, City

Unlocked

Form 27a 5M-629

THE STATE OF TEXAS  
COUNTY OF DELTA

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of £ 100 Tax and 75/100  
(£ 10.75) Dollars to the undersigned W. L. Beckham

Lands situate in Delta County, State of Texas; to-wit:..

34 acres, more or less, out of the A-Askey Survey,

more fully described in deed from Sus A. Resus to W. E. Beckham recorded in Volume 39, Page 472, Deed Records of said County to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or trees from the construction, maintenance and operation of said pipe lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as a referee, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per linear rod for each additional line shall be paid, besides the damages above provided for.

Above described property is no part of Granter's homestead.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

Witness the execution hereof on this the 26th day of February A.D. 1930.

Signed and delivered in  
the presence of the un-  
dersigned witnesses:

W. G. Reichard.

*S. W. Harris*  
Right of Way Agent

THE STATE OF TEXAS  
COUNTY OF Delta

Before me, J. T. Taylor, a Notary Public in and for said County and State, on this day personally appeared J. L. Beckham, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 26 day of February, A.D. 1950

(SEAL)

J. T. Taylor  
Notary Public in and for

Delta County, Texas.

THE STATE OF TEXAS  
COUNTY OF Delta

Before me, J. T. Taylor, a Notary Public in and for said County and State, on this day personally appeared J. L. Beckham, wife of W. L. Beckham, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said J. L. Beckham, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the 26 day of February, A.D. 1950

(SEAL)

Notary Public in and for

Delta County, Texas

Line 016  
Notary Public in and for  
Delta County, Texas

W. L. Beckham  
P. O. Address

to

LONE STAR GAS COMPANY

1916 Wood Street,

Dallas, Texas, on the 18 day

of March, 1950, at 10 A.M.

At the office of Bettie Edwards,

County Clerk,

Delta County, Texas.

Approved:

H. L. Beckham

Henry L. Beckham  
Attorney

Indorsed

THE STATE OF TEXAS:  
COUNTY OF DELTA: I do hereby certify that the above and foregoing instrument  
is duly executed.  
Witness: Bettie Edwards 18 day of  
March, 1950 at 10 A.M.  
in the County of Delta, State of Texas.  
Notary Public in and for  
Bettie Edwards

Form 378 345-6-25

THE STATE OF TEXAS  
COUNTY OF DELTA } KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of Twenty-two and 75/100  
(\$ 22.75) Dollars to the undersigned, Mrs. Alta. Hageod and Husband F. C. Hageod,

(herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL and CONVEY unto LONE STAR GAS COMPANY, a corporation, (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto, and to construct, maintain and operate telegraph and telephone lines in connection therewith, together with the necessary poles, guy wires and anchors, over and through the following described

lands situate in Delta County, State of Texas, to-wit:

150 acres, more or less, out of the A. Askew Survey,

more fully described in deed from C. A. Larsen and Wife to  
Mrs. Alta. Hageod & F. C. Hageod recorded in Volume 62, Page 27, Deed Records of said  
County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipeline be laid under this grant at any time, the sum of twenty-five cents per lineal rod for each additional line shall be paid, besides the damages above provided for.

Use, rights, appliances and fixtures of every kind, fixtures, furniture and chattels necessary for the maintenance and operation of the property, including all machinery, tools and equipment to be necessary and convenient for the operation of the property, including lighting, including the fixtures, pipes, beams, joists and furnished with the same at the time of grant, as well as all other fixtures, equipment and property which may be necessary for the proper operation of the property, and which may be supplied by the grantee.

It is expressly agreed that telegraph and telephone poles above referred to shall follow the fence road or property line of the above described property.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

Witness the execution hereof on this the 11th day of February, A.D. 1930.

Signed and delivered in  
the presence of the un-  
designed witnesses:

Mrs. Alta Hageod  
F. C. Hageod

S. H. Harris  
Right of Way Agent.

THE STATE OF TEXAS  
COUNTY OF DEWITT

Before me, Levi M. Taylor, a Notary Public in and for said County and State, on this day personally appeared F. G. Harrod, known to me to be the person, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 11th May of February, A.D. 1930.

(SEAL)

Notary Public in and for

THE JOURNAL OF

Delta County, Texas.

THE STATE OF TEXAS  
DEPARTMENT OF  
COUNTY OF \_\_\_\_\_

Before me, Louis M. Taylor, a Notary Public in and for said County and State, on this day personally appeared Mrs Alta E. Hugood, wife of F. C. Hugood, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Mrs Alta E. Hugood, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the 11th day of February A.D. 1938

(STEAD)

Notary Public in and for

Delta County, Texas

THE STATE OF TEXAS:  
COUNTY OF BEXAR: I do hereby acknowledge the above and foregoing instrument  
was duly and lawfully executed this 18th day of  
March 1934. P. M. 10.5  
Fees \$7.5. W. E. Reed County Sheriff  
Witnessed by: W. E. Reed 18 day in March 1934  
... W. E. Reed Reed  
Bertha Edward Reed Deputy

Form 38 54-109

THE STATE OF TEXAS } KNOW ALL MEN BY THESE PRESENTS.  
COUNTY OF DELA

That for and in consideration of Thirty-two and 50/100  
(s 32.50) Dollars to the undersigned: J. C. Barry and Wife, Annie E. Barry

Lands situate in Delta County, State of Texas, to-wit:

75 acres, more or less, out of the L. Askew Survey, more fully described in Deed from J.B. Redus and Wife to J.C. Berry, recorded in Vol. 33, Page 528, Deed Records said County.

10 acres, more or less, out of the Adelphi Survey.

more fully described in deed from L.B. Berry and wife.

J. S. Berry recorded in Volume 65, Page 55-4, Deed Records of said County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to buy all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, ~~and to pay the said damages in the same manner as the said Grantor~~; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantee, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per linear rod for each additional line shall be paid, besides the damages above provided for.

Under the new system, the number of hours worked by each employee is recorded in a log. The log is checked daily to ensure that each employee is working the correct number of hours. If an employee is found to be working more than the allowed number of hours, they are given a warning. If they continue to work more than the allowed number of hours, they are given a fine. The system also tracks the number of hours worked by each employee over time, so that managers can identify trends and make changes to the work schedule if necessary.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

Witness the execution hereof on this the 24th day of February 30  
A.D. 19

Signed and delivered in  
the presence of the un-  
dersigned witnesses: . . .

St. Harris  
Right of Way Agent

THE STATE OF TEXAS  
COUNTY OF Delta

Before me, J. T. Taylor, a Notary Public in and for said County and State, on this day personally appeared J. C. Berry, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 24 day of February, A.D. 1950.

(SEAL)

*J. T. Taylor*  
Notary Public in and for

Delta County, Texas.

THE STATE OF TEXAS  
COUNTY OF Delta

Before me, J. T. Taylor, a Notary Public in and for said County and State, on this day personally appeared Annie E. Berry, wife of J. C. Berry, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Annie E. Berry, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the 24 day of February, A.D. 1950.

(SEAL)

*J. T. Taylor*  
Notary Public in and for

Delta County, Texas

Rec'd by:	0-165	Line:	16
No.:	16	County, Texas:	Delta
P. O. Address: <u>1915 Wood Street, Dallas, Texas.</u>			
to: <u>LONE STAR GAS COMPANY</u> <u>1915 Wood Street,</u> <u>Dallas, Texas.</u>			
Filed for Record this the 1st day of <u>February</u> , 19 <u>50</u> . Attest: <u>J. T. Taylor</u> Notary Public County Clerk Deputy Sheriff			
Approved: <u>Henry Hill</u> Attorney Indorsed:			

STATE OF TEXAS: I hereby certify that the above and foregoing instrument  
was duly and correctly recorded in my office on the 24 day of February, 1950,  
and is a true copy of the original record.

Form 278 SAC-6-22

016182

THE STATE OF TEXAS  
COUNTY OF Delta

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of Twelve and 50/100  
(\$ 12.50) Dollars to the undersigned, J. W. Gregg and Wife, Jimmie M. Gregg,

(herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL and CONVEY unto LONE STAR GAS COMPANY, a corporation, (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto, and for the purpose of constructing, maintaining and operating such pipe lines and appurtenances thereto, over and through the following described lands situate in Delta County, State of Texas, to-wit:

54 acres, more or less, out of the A. Askew Survey,

more fully described in deed from C. L. Stock's and Wife, to J. B. Redus, recorded in Volume 4, Page 272, Deed Records of said County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipe to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, ~~take~~ ~~any~~ ~~other~~ ~~kind~~ ~~of~~ ~~parts~~ ~~lines~~; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per linear rod for each additional line shall be paid, besides the damages above provided for.

Upon written application to the Grantee at Dallas, Texas, the Grantee will make or cause to be made a tap on any gas pipe line constructed by Grantee on Grantor's premises for the purpose of supplying gas to the Grantor for domestic use only, the cost of meter, saddle and labor to be borne by said Grantee, all other expenses, including fittings, to be borne by Grantor, gas to be measured and furnished at the main line of Grantee at the same price and under the same rules and regulations as prevail in the nearest city or town where Grantee is supplying gas.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood that party signing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

Witness the execution hereof on this the 25th day of February, A.D. 1939

Signed and delivered in  
the presence of the un-  
dersigned witnesses:

S. W. Harris

Right of Way Agent.

J. W. Gregg  
Jimmie M. Gregg

THE STATE OF TEXAS  
COUNTY OF Delta

Before me, J. T. Taylor, a Notary Public in and for said County and State, on this day personally appeared J. W. Gregg, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 26 day of February, A.D. 1950

(SEAL)

Notes on Public in and inc.

Delta County, Texas

THE STATE OF TEXAS  
COUNTY OF Delta

Before me, J. T. Taylor, a Notary Public in, and for said County and State, on this day personally appeared Jimmie M. Gregg, wife of J. W. Gregg, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Jimmie M. Gregg, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the 26 day of February, A.D. 19 30

(SEAL)

Notary Public in and for

Delta County, Tex.

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#1176

**CASH WARRANTY DEED**

Date: October 18, 2000

Grantor: HERB PUTZ

Grantor's Mailing Address (including county):

HERB PUTZ  
c/o Mt. Fern Farm  
Rt. 1, Box 288  
Orange, VA 22960  
Orange County

Grantee: SIGNE E. PUTZ

Grantee's Mailing Address (including county):

SIGNE E. PUTZ  
c/o Mt. Fern Farm  
Rt. 1, Box 288  
Orange, VA 22960  
Orange County

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration.

Property (including any improvements):

See Exhibit "A" attached hereto and made a part hereof just as if copied herein verbatim.

Reservations From and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any

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#1176

EXHIBIT A

TRACT ONE

Being situated in A. Kelley Survey, Abstract No. 2, Delta County, Texas and being the same land conveyed to Charlie Nagood by Frank Nagood by deed recorded in Volume 137, Page 479, Deed Records, Delta County, Texas and being more particularly described as follows:

BEGGING at the northeast corner of said tract an iron rod for corner and being S 15°44'29" E 3414.5 feet from the southwest corner of the G.J. Grider Survey Abstract No. 142;

THENCE East along the south line of said tract being the south line of the County 50 acre tract, a distance of 2477.37 feet to an iron rod for corner;

THENCE S 01°12' W along the east line of said tract, a distance of 1410.63 feet to an iron rod for corner;

THENCE N 03° 19'07" W, a distance of 2472.84 feet to an iron rod for corner;

THENCE N 0° 02'13" E along the west line of said tract being the center line of a county road, a distance of 1015.6 feet to the point of beginning and containing 55.8619 acres of land.

TRACT TWO

Being situated in the B. Phillips Survey, Abstract No. 269, Delta County, Texas and being the same land conveyed to Charlie Nagood by Frank Nagood by deed recorded in Volume 92, Page 194, Deed Records, Delta County, Texas and being more particularly described as follows:

BEGGING at the northeast corner of said tract being on the east line of said Phillips Survey and being South 1858.6 feet and along said east line from the northeast corner of said survey;

THENCE N 03°47'45" W along the north line of said tract and along an old county road, a distance of 1616.73 feet to the northwest corner of said tract;

THENCE South passing an iron rod at a distance of 15.7 feet and continuing in all a distance of 7237.0 feet to an iron rod for corner;

THENCE S 03°47'45" along an old hedge row, a distance of 1536.73 feet to an iron rod for corner;

THENCE North along the west line of said tract being the centerline of an old county road, passing an iron rod at a distance of 1251.54 feet and containing in all, a distance of 1297.0 feet to the point of beginning and containing 48.7334 acres of land.

TRACT THREE

Being situated in the J.S. Anderson Survey, Abstract No. 1, Delta County, Texas and being the same land conveyed to Charlie Nagood by Frank Nagood by deed recorded in Volume 61, Page 310, Deed Records Delta County, Texas and being Block 2 of the subdivision of the J.H. Allen Land recorded in Book 38, page 138, Deed Records of said county and being more particularly described as follows:

BEGGING at a point in the north line of said Anderson survey that is west 1232.55 feet and above said north line from the northeast corner of said survey;

THENCE West along said north line and along the center line of a county road a distance of 1212.55 feet to a point for corner;

THENCE S 01°02' 31" E passing an iron rod at a distance of 25.0 feet and continuing along the east line of a dirt road, a distance of 1503.79 feet to an iron rod for corner;

THENCE East a distance of 1302.55 feet to an iron rod for corner;

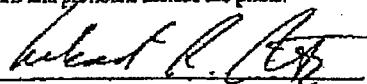
THENCE N 0°02'31" E passing an iron rod at a distance of 1484.79 feet and continuing in all, a distance of 1505.75 feet to the point of beginning and containing 42.607 acres of land.

Filed for record 165 1465 day of Dec 00 at 3:30 P.M.  
Received file 165 day of Dec 01 at 3:30 P.M.  
CAROLYN YEAGER, COUNTY CLERK, DELTA COUNTY, TX BY BB DEPUTY

tt 1196 VOL 240 PAGE 649

wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

  
HERB PUTZ

ACKNOWLEDGMENT

STATE OF VIRGINIA

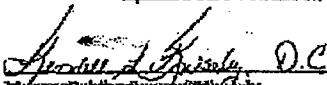
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COUNTY OF ORANGE

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This instrument was acknowledged before me on December 1, 2000, by  
HERB PUTZ.

  
Arnold L. Kirby, D.C.  
Orange County, Virginia  
Deputy Clerk, Circuit Court, Orange County, Virginia

PREPARED IN THE OFFICE OF:

EDGAR J. GARRETT, JR.  
Attorney at Law  
P.O. Box 465  
Cooper, Texas 75422

AFTER RECORDING RETURN TO:

EDGAR J. GARRETT, JR.  
Attorney at Law  
P.O. Box 465  
Cooper, Texas 75422

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM YOUR INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR DRIVER'S LICENSE NUMBER.

## WARRANTY DEED WITH VENDOR'S LIEN

# 1270

Date: NOVEMBER 15, 2006

Grantor: GERRY GERAAT and wife, KATHY GERAAT AND KERRY GERAAT  
and wife, LAVONNE GERAAT

Grantor's Mailing Address (including county):

GERRY GERAAT  
KATHY GERAAT  
9350 Seven Mile Rd  
Wichita, MT 49105  
COUNTY

KERRY GERAAT  
LAVONNE GERAAT  
1131 FM 198  
LAKE CREEK, TEXAS 75450  
DELTA COUNTY

Grantee: HERBERT R. PUTZ and spouse, SIGNE E. PUTZ

Grantee's Mailing Address (including county):

HERBERT R. PUTZ and spouse, SIGNE E. PUTZ  
1825 LOCUST GROVE CHURCH ROAD  
ORANGE, VA 22960  
COUNTY

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note is in the principal amount of SIXTY SEVEN THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$67,700.00) and is executed by Grantee, payable to the order of LONE STAR LAND BANK, FLCA. The note is secured by a vendor's lien retained in favor of LONE STAR LAND BANK, FLCA in this deed and by a deed of trust from Grantee to DARON GATES, Trustee.

LONE STAR LAND BANK, FLCA, at Grantee's request, having paid in cash to

FILED FOR RECORD  
DELTA COUNTY, TEXAS  
2006 NOV 30 AM 9:43  
CLERK OF THE JUDGES CLERK  
B. B. Book Deputy

C:\Documents and Settings\Compaq\Owner\My Documents\SHANNON'S DOCS\LEGAL DOCS\WARRANTY DEED VI FOR  
LSLB.wpd

10-16-073

SEARCHED  
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Grantor that portion of the purchase price of the property that is evidenced by the note described, the vendor's lien and superior title to the property are retained for the benefit of LONE STAR LAND BANK, FLCA, and are transferred to LONE STAR LAND BANK, FLCA without recourse on Grantor.

**Property (including any Improvements):**

See Exhibit "A" attached hereto and made a part hereof just as it copied herein verbatim.

**Reservations From and Exceptions to Conveyance and Warranty:**

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

*Gerry Gernaat*  
GERRY GERNAAT

*Kathy Gernaat*  
KATHY GERNAAT

*Gerry Gernaat*  
GERRY GERNAAT

*Lavonne Gernaat*  
LAVONNE GERNAAT

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ACKNOWLEDGMENT

STATE OF TEXAS

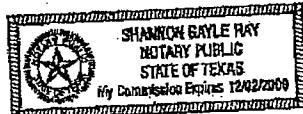
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COUNTY OF Delta

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This instrument was acknowledged before me on November 28  
2006, by GERRY GERNAAT.



  
Notary Public, State of Texas

ACKNOWLEDGMENT

MICHIGAN  
STATE OF TEXAS

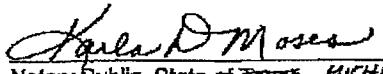
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COUNTY OF MISSAUKEE

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This instrument was acknowledged before me on Nov 17, 2006  
2006, by KATHY GERNAAT.

  
Notary Public, State of ~~TEXAS~~ MICHIGAN

NOTARY PUBLIC STATE OF MI, US  
MY COMMISSION EXPIRES 12/02/2009

ACKNOWLEDGMENT

STATE OF TEXAS

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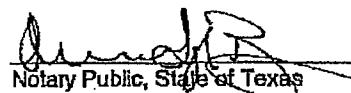
COUNTY OF DELTA

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This instrument was acknowledged before me on November 28  
2006, by KERRY GERNAAT and wife, LAVONNE GERNAAT.



  
Notary Public, State of Texas

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DESCRIPTION

All that certain lot, tract or parcel of land situated in the A. Askey Survey, Abstract No. 2, Delta County, Texas, and being part of that tract of land described in a Contract of Sale and Purchase between the Veterans Land Board of Texas and Bryan Thomas Preas as recorded in Volume 146, Page 644 of the Deed Records of Delta County, Texas (hereinafter called Preas Tract One), and being part of that tract of land described in a Deed from Bryan T. Preas, et ux, to G.T. Preas, et ux, as recorded in Volume 156, Page 145 of the Deed Records of Delta County, Texas (hereinafter called Preas Tract Two), and being more particularly described as follows:

BEGINNING at a 5/8" iron pipe found for corner in the East line of that tract of land described in a Deed from Tresper Properties, Ltd., to the Lincoln Trust Company as recorded in Volume 265, Page 128 of the Deed Records of Delta County, Texas, at the Northwest corner of the above cited Preas Tract One; said point also being the Southwest corner of that tract of land described as Tract One in a Deed from Sue Eda Clegg to Charles L. Clegg as recorded in Volume 242, Page 22 of the Deed Records of Delta County, Texas;

THENCE S. 89 deg. 47 min. 14 sec. E. with the North line of said Preas Tract One and the South line of said Clegg tract, a distance of 1813.99 feet to a 1/2" iron rod with plastic cap stamped "STOVALI & ASSOC." set (hereinafter called 1/2" iron rod set) for corner approximately 14 feet North of a fence line;

THENCE S. 00 deg. 24 min. 48 sec. E. a distance of 1002.38 feet to a 1/2 iron rod set for corner in a field;

THENCE V. 87 deg. 33 min. 47 sec. E. passing a 1/2 iron rod set for witness at a distance of 428.75 feet and continuing for a total distance of 440.75 feet to a 1/2 iron rod set for corner near the centerline of County Road No. 4225;

THENCE S. 00 deg. 24 min. 48 sec. E. along the center of County Road No. 4225, passing an interior corner of said Preas Tract Two at a distance of 274.79 feet and continuing for a total distance of 492.24 feet to a point for corner at a Southeast corner of said Preas Tract Two;

THENCE V. 89 deg. 25 min. 11 sec. W. with the South line of said Preas Tract Two, passing a 5/8" iron pipe found at a distance of 225.5 feet and continuing with a South line of said Preas Tract Two and the most Easterly North line of that tract of land described in a Deed from Her Lavy Gillean, et al., to the Veterans Land Board of the State of Texas as recorded in Volume 179, Page 656 of the Deed Records of Delta County, Texas, for a total distance of 1321.73 feet to a 1/2" iron rod set for corner at an interior corner of said Preas Tract Two, said point also being the most Northerly Northwest corner of said Veterans Land Board tract;

THENCE S. 00 deg. 04 min. 11 sec. E. with the most Southerly East line of said Preas Tract Two and the most Northerly West line of said Veterans Land Board tract a distance of 474.11 feet to a 100-d nail found for corner at the most Southerly Southeast corner of said Preas Tract Two, said point also being an interior corner of said Veterans Land Board tract;

THENCE S. 89 deg. 57 min. 46 sec. W. with the most Westerly South line of said Preas Tract Two and the most Westerly North line of said Veterans Land Board tract a distance of 918.23 feet to an axle found for corner at the Southwest corner of said Preas Tract Two, said point also being the most Westerly Northwest corner of said Veterans Land Board tract, said point also being in the East line of that tract of land described as Tract One in a Deed from Herb Putz to Sign E. Putz as recorded in Volume 240, Page 648 of the Deed Records of Delta County, Texas;

THENCE N. 00 deg. 14 min. 51 sec. W. with the West line of said Preas Tract Two and the East line of said Putz tract a distance of 1008.89 feet to an axle found for corner at the Northeast corner of said Putz tract, said point also being the Southeast corner of said Lincoln Trust Company;

THENCE N. 00 deg. 42 min. 00 sec. W. (Directional Control Line) with the West line of said Preas Tract Two, the West line of said Preas Tract One and the East line of said Lincoln Trust Company tract a distance of 936.98 feet to the POINT OF BEGINNING and containing 75.898 acres of land

STATE OF TEXAS COUNTY OF DELTA  
I hereby certify that this instrument was filed on the date and time stamped herein by me and was duly recorded in the volume and page of the named records of Delta County, Texas as stamped herein by me.

NOV 9 0 2006

JANE JONES  
COUNTY CLERK, Delta County, Texas



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277 063

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM YOUR INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR DRIVER'S LICENSE NUMBER.

## WARRANTY DEED WITH VENDOR'S LIEN

Date: SEPTEMBER 21, 2005 # 1361

Grantor: FRED M. CARRINGTON, ANDY B. CARRINGTON and JOEL E. CARRINGTON

Grantor's Mailing Address (including county):

FRED CARRINGTON  
6432 E. CALLE ROSA  
SCOTTSDALE, AZ 85251  
MARICOPA COUNTY

FILED FOR RECORD  
at \_\_\_\_\_ M

SEP 27 2005

Jane Jones, County Clerk  
DELTA COUNTY, TEXAS

ANDY B. CARRINGTON  
85 BAVARIAN DRIVE  
MIDDLETOWN, OHIO  
BUTLER COUNTY

JOEL E. CARRINGTON  
4209 EDGEVIEW COURT  
GRAND PRAIRIE, TEXAS 75052  
DALLAS COUNTY

Grantee: HERBERT R. PUTZ

Grantee's Mailing Address (including county):

HERBERT R PUTZ  
1825 LOCUST GROVE CHURCH ROAD  
ORANGE, VA 22960  
ORANGE COUNTY

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date that is in the principal amount of \$53,820.00 and is executed by Grantee, payable to the order of the FRED M. CARRINGTON, ANDY B. CARRINGTON and JOEL CARRINGTON. The note is secured by a vendor's lien retained in favor of the FRED M. CARRINGTON, ANDY B. CARRINGTON and JOEL CARRINGTON in this deed and by a deed of trust of even date,

1361-6134

441001  
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from Grantee to EDGAR J. GARRETT, JR., Trustee.

FRED M. CARRINGTON, ANDY B. CARRINGTON and JOEL CARRINGTON, at Grantee's request, having paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described, the vendor's lien and superior title to the property are retained for the benefit of FRED M. CARRINGTON, ANDY B. CARRINGTON and JOEL CARRINGTON and are transferred to FRED M. CARRINGTON, ANDY B. CARRINGTON and JOEL CARRINGTON without recourse on Grantor.

**Property (including any improvements):**

See Exhibit "A" attached hereto and made a part hereof just as if copied herein verbatim.

**Reservations From and Exceptions to Conveyance and Warranty:**

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property, taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

*Andy B. Carrington*  
ANDY B. CARRINGTON

**ACKNOWLEDGMENT**

STATE OF Ohio

§

COUNTY OF Ashtabula

§

This instrument was acknowledged before me on September 22,  
2005, by ANDY B. CARRINGTON.

*John Wetzig*  
Notary Public, State of Texas  
Ohio

John Wetzig  
Notary Public, State of Ohio  
My Commission Expires 4-27-2008

44-15601  
VOL PAGE  
277 065

Foster Land Surveying 17325 FM 197 Arthur City, TX 75411  
(903) 739-9166 Fax (903) 783-9159

Field notes

Situated about 3.39 miles North 14° East from the City of Cooper, in the County of Delta, State of Texas, part of the A. Askey Survey #2 and being all of a called 34 1/6 acre tract of land conveyed to Murray Carrington et al by deed recorded in Vol. 142, Page 576 of the Deed Records of said County and State and being all of a called 34.6 acre tract of land conveyed to Murray Carrington and wife, Martha Eugenia Carrington by deed recorded in Vol. 152, Page 522 of said Deed Records.

Beginning at a 3/8" iron pin found at the Northeast corner of a called 115.46 acre tract of land conveyed to W.S. Slough by deed recorded in Vol. 90, Page 558 of said Deed Records and being in the West boundary line of a called 27 acre 2<sup>nd</sup> tract conveyed to Joe Turner and wife, Hibemin Turner recorded in Vol. 157, Page 152 of said Deed Records, said point being the Southeast corner of the 34.6 acre Carrington tract.

Thence North 0°14'30" East passing the Southwest corner of a 26.97 acre tract of land conveyed to Jerry P. Simpson by deed recorded in Vol. 143, Page 561 of said Deed Records and continuing on for a total distance of 1197.94' to a 3/8" capped iron pin (HF 5699) set at the Northeast corner of the 34 1/6 acre Carrington tract and being the Southeast corner of a called 30 acre (calculates to be 40 acres by deed description) 2<sup>nd</sup> tract conveyed to Glenna Faye Cavanaugh by deed recorded in Vol. 227, Page 835 of the Official Records of said County and State;

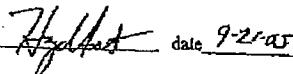
Thence South 89°44'07" West a distance of 2477.79' to the Southwest corner of said Cavanaugh tract and the Northwest corner of the 34 1/6 acre Carrington tract and being in the centerline of County Road #4310;

Thence South 0°14'37" West along said County Road and passing the intersection of County Road #4420 at a distance of 581.00' and continuing on for a total distance of 1186.49' to a 3/8" capped iron pin (HF 5699) set at the Northwest corner of said 115.46 acres;

Thence East (reference bearing) a distance of 2477.75' to the point of beginning and containing 67.81 acres of land of which 0.54 acres lie in a county road leaving a net of 67.27 acres of land.

I, Hayden Foster, Registered Professional Land Surveyor, No. 5699 do hereby certify that this description represents an on the ground survey made under my direct supervision. There doesn't appear to be any encroachments other than those shown thereon. Reference Bearing = South boundary line of the 34.6 acre Carrington tract (East).

Hayden Foster

 date 9-2-05





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289 049

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Drafted Without Title Examination  
**WARRANTY DEED WITH VENDOR'S LIEN**

~~#0400~~

Date: March 19, 2007

Grantor: Fiserv ISS and Co., Trustee FBO Robert Quinn

Grantor's Mailing Address:

1705 Meadowview Road  
Commerce, Texas 75428  
Hunt County, Texas

FILED FOR RECORD  
DELTA COUNTY, TEXAS  
2007 APR 11 AM 10:51  
CLERK JANE JONES  
PROBATE DISTRICT CLERK  
HUNT COUNTY

Grantee: Terence Fowler and wife, Susannah Fowler

Grantee's Mailing Address:

P.O. Box 360173  
Dallas, Texas 75336  
Dallas County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty-four Thousand and 00/100 (\$34,000.00) Dollars, and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date from Grantee to Larry W. Green, Jr., Trustee.

Property ("Property"):

Being a tract or parcel of land situated in Delta County, Texas, being part of the A. Askey Survey, Abstract No. 2, being part of a 139.19 acre tract of land as described in a Warranty Deed from Trosper Properties, Ltd., to Lincoln Trust Company, Trustee FBO Robert Quinn, as recorded in Volume 265 at Page 136 of the Deed Records of Delta County and being further described as follows:

COMMENCING from a 1/2 inch iron rod set for a corner at the southwest corner of said 139.19 acre tract on the east line of Farm to Market No. 128;  
THENCE N. 00 deg. 13' 16" W. along the east line of Farm to Market No. 128 and the west line of said 139.19 acre tract, a distance of 132.40 feet to a concrete monument found;  
THENCE N. 11 deg. 05' 20" E. along the east line of Farm to Market No. 128 and the west line of said 139.19 acre tract, a distance of 101.98 feet to a 1/2 inch iron rod set;  
THENCE N. 00 deg. 13' 16" E. along the east line of Farm to Market No. 128 and the west line of said 139.19 acre tract, a distance of 100.00 feet to a 1/2 inch iron rod set for a corner at the beginning of a curve to the right having a central angle of 08 deg. 41' 38", a radius of 379.26 feet, and a chord bearing N. 04 deg. 07' 33" E. at a distance of 57.49 feet;

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289 050

THENCE in the northeasterly direction, along the east line of Farm to Market No. 128, the west line of said 139.19 acre tract, and said curve to the right at an arc length of 57.55 feet to the Point of Beginning for the hereon described tract of land;  
BEGINNING at a 1/2 inch iron rod set for a corner on the east line of Farm to Market No. 128, said Point of Beginning being on the west line of said 139.19 acre tract, said Point of Beginning also being in a curve to the right having a central angle of 10 deg. 28' 51", a radius of 379.26 feet, and a chord bearing N. 13 deg. 42' 47" E. at a distance of 69.28 feet;  
THENCE in the Northeasterly direction, along the east line of Farm to Market No. 128, the west line of said 139.19 acre tract, and said curve to the right at an arc length of 69.37 feet to a 1/2 inch iron rod set for a corner;  
THENCE N. 07 deg. 38' 37" E. along the east line of Farm to Market No. 128 and the west line of said 139.19 acre tract, a distance of 101.98 feet to a 1/2 inch iron rod set for a corner;  
THENCE N. 18 deg. 57' 12" E. along the east line of Farm to Market No. 128 and the west line of said 139.19 acre tract, a distance of 255.15 feet to a 1/2 inch iron rod set for a corner;  
THENCE S. 89 deg. 58' 05" E. a distance of 2094.38 feet to a 1/2 inch iron rod set for a corner;  
THENCE S. 00 deg. 01' 55" W. a distance of 397.88 feet to a 1/2 inch iron rod set for a corner;  
THENCE S. 89 deg. 43' 25" W. a distance of 2207.04 feet returning to the Point of Beginning and containing 20.000 acres of land.

Reservations from and Exceptions to Conveyance and Warranty:

1. All visible and apparent easements or uses and all underground easements or uses, the existence of which may arise by unrecorded grant or by use.
2. All recorded and unrecorded exceptions, easements and reservations affecting the Property.
3. The Property shall not be used to conduct any type of junk or salvage yard, either for profit or not; nor shall it ever take on the appearance of a junk or salvage yard.
4. No more than one (1) mobile home shall be permitted on the Property which cannot be a single-wide mobile home and must be two (2) years old or newer when placed on the Property.
5. Invalidation of the restriction set forth herein by judgment, court order, or otherwise, shall in no manner affect any other restrictions, if any, which other restrictions shall remain in full force and effect.
6. The restrictions shall run with the land and shall be binding upon all parties claiming under them.
7. Grantee assumes all ad valorem taxes from and after January 1, 2007.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

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289 051

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

Fiserv ISS and Co., Trustee  
FBO Robert Quinn

By:

*Angela Bowman*  
Angela Bowman (Print name)  
Lead Investment Administrator

*Robert Quinn*

Robert Quinn

(Title)

(Acknowledgment)

State of Colorado §

County of Denver §

Before me, a Notary Public, on this day personally appeared *Angela Bowman*, in the capacity of *Lead Investment Administrator* for Fiserv ISS and Co., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3<sup>rd</sup> day of March, 2007.

SEAL:



Notary Public, State of Colorado

EXP 01/03/2009

(Acknowledgment)

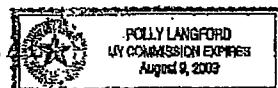
State of Texas §

County of Hunt §

Before me, a Notary Public, on this day personally appeared Robert Quinn, known to me through identification of Texas Driver's License, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 19<sup>th</sup> day of March, 2007.

S E



Notary Public, State of Texas

POLLY LANGFORD

MY COMMISSION EXPIRES

August 9, 2003

Vol. PAGE

290 175

## WARRANTY DEED WITH VENDOR'S LIEN

Date: MAY 25, 2007

# 0614

Grantor: DEBORAH KAY CAVANAUGH

Grantor's Mailing Address (including county):

DEBORAH KAY CAVANAUGH  
P.O. BOX 474  
COOPER, TEXAS 75432  
DELTA COUNTY

FILED FOR RECORD  
DELTA COUNTY, TEXAS  
2007 JUN - 4 AM 9:55  
SHERIFF'S DEPARTMENT  
DELTA COUNTY, TEXAS

Grantee: HERB PUTZ

Grantee's Mailing Address (including county):

HERB PUTZ  
1825 LOCUST GROVE CHURCH ROAD  
ORANGE, VA 22960  
COUNTY

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date that is in the principal amount of \$35,224.00 and is executed by Grantee, payable to the order of THE FIRST NATIONAL BANK IN COOPER. The note is secured by a vendor's lien retained in favor of THE FIRST NATIONAL BANK IN COOPER in this deed and by a deed of trust of even date, from Grantee to EDGAR J. GARRETT, JR., Trustee.

THE FIRST NATIONAL BANK IN COOPER, at Grantee's request, having paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described, the vendor's lien and superior title to the property are retained for the benefit of THE FIRST NATIONAL BANK IN COOPER and are transferred to THE FIRST NATIONAL BANK IN COOPER without recourse on Grantor.

Property (including any improvements):

See Exhibit "A" attached hereto and made a part hereof just as if copied herein verbatim.

Reservations From and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property;

C:\Documents and Settings\Computer Owner\My Documents\SHADON'S DOCS\FNB\PURCHASE OF PROPERTY\LOAN  
DOCS\WARRANTY DEED VA FROM HERB5.xls

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VOL PAGE

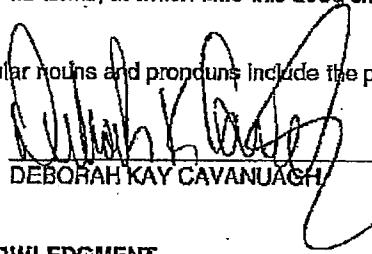
290 176

taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

  
DEBORAH KAY CAVANAUGH

ACKNOWLEDGMENT

STATE OF TEXAS

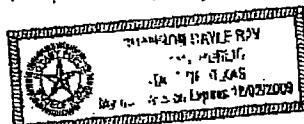
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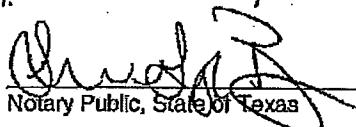
COUNTY OF DELTA

S

S

This instrument was acknowledged before me on May 31  
2007, by DEBORAH KAY CAVANAUGH.



  
Notary Public, State of Texas

11014  
VBL PAGE

Foster Land Surveyor 17325 FM 1977 Arthur City, TX 75411  
(903) 739-9166 fx (903) 739-9159

Field Notes

Situated about 3.6 miles North 14° East from the City of Cooper, in the County of Delta, State of Texas, a part of the A. Askey Survey #2 and being all of a called 30 acre 2<sup>nd</sup> tract (calculates 40 acres by deed) conveyed to Glenna Faye Cavanaugh by deed recorded in Vol. 227, Page 835 of the Official Public Records of said County and State.

Beginning at a 3/8" iron pin found in the center of County Road #4310 and being the Northwest corner of a called 34 1/6 acre tract of land conveyed to Murray Carrington et ux by deed recorded in Vol. 142, Page 576 of the Deed Records of said County and State, from said point a 3/8" capped iron pin (HF 5699) found bears South 0°29'47" West a distance of 1186.49', said point being the Southwest corner of the Cavanaugh tract.

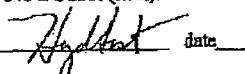
Thence North 89°39'01" East a distance of 2477.79' to a 3/8" capped iron pin (HF 5699) found in the West boundary line of a called 26.97 acre tract of land conveyed to Jerry P. Simpson by deed recorded in Vol. 183, Page 561 of said deed records, said point being the Northeast corner of the 34 1/6 acre tract and the Southeast corner of the Cavanaugh tract;

Thence North 0°40'02" West a distance of 721.61' to a 3/8" spike nail found at the Southeast corner of a called 80.8619 acre tract #1 conveyed to Signe E. Putz by deed recorded in Vol. 240, Page 648 of said Official Public Records, from said point an axle found at the Northeast corner of the 80.8619 acre tract bears North 0°17'24" East a distance of 1431.14';

Thence North 89°38'24" West a distance of 2469.85' to a 3/8" capped iron pin (HF 5699) set in the center of County Road #4310, said point being the Southwest corner of the 80.8619 acre tract, from said point a 1/2" iron pin found at the Northwest corner of the 80.8619 acre tract bears North 0°2'06" West a distance of 1415.60';

Thence South 0°01'55" East along said County Road a distance of 737.78' to the point of beginning and containing 41.44 acres of land.

I, Hayden Foster, Registered Professional Land Surveyor, No. 5699 do hereby certify that this plat represents an on the ground survey made under my direct supervision. There doesn't appear to be any encroachments other than those shown hereon. Reference Bearing = North boundary line of the 80.8619 acre tract #1 conveyed in Vol. 240, Page 648 DCOPR (East).

Hayden Foster  date 05/20/07



Page 1 of 1

Part of the A. Askey Survey #2

Page 10 of 10

Sign. C. Pdx 80,851B core trap ✓  
Vol. 240, Page 548 DCCPR

N 89°38'24" W 2469.85'

**41.44 ACRES**

Glenna Foye Covington 2nd from 30 acres  
(calculator 40 acres by deed)  
Vol. 227, Page 835 OGOR

N 89°59'01" E 2477.79'

Jerry P. Simpson  
26.97 detax  
Vol. 183, Page 501 DCA

Wherry Carrington et ux 34 1/6 acres  
Vol. 142, Page 578 DCDR

Joe W. Turner and wife  
Hibernia Turner  
27 acres 2nd tract  
Page 157, Page 152 DCE



- ◆ - 3/8" capped iron pin (HF 5558) set
- - 3/8" spike nail found
- ▲ - 3/8" iron pin found
- - cable found
- ← - fence
- - overhead power line
- ↑ - point of beginning

ANSWER

4. Mayday Foster, Registered Professional Land Surveyor, No. 1699 do hereby certify that this plan represents an on the ground survey made under my direct supervision. There doesn't appear to be any encroachments other than those shown hereon. Reference Boundary = North boundary line of the 10.8619 acre tract #1 conveyed in Vol. 240, Page 648 DCOPR (East).

Foster Land Surveying - 17323 FM 192 - Arthur City, TX 75411 - office 903.739.9166 - fax 903.783.9159 - [foster-land-surveying.com](http://foster-land-surveying.com)

#825

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**WARRANTY DEED**

Date: August 7, 1998

Grantor: RUBY FAYE LARKIN

Grantor's Mailing Address (including county): Route 1, Box 27, Cooper, Delta County, Texas 75432

Grantee: GLENNA FAYE CAVANAUGH

Grantee's Mailing Address (including county): 1417 High Meadow Circle, Garland, Texas 75040-7503

Consideration: Love and affection

Property (including any improvements): SEE EXHIBIT "A" ATTACHED HERETO AND  
MADE A PART HEREOF JUST AS IF COPIED  
HERIN VERBATIM

**Reservations from and Exceptions to Conveyance and Warranty:**

This conveyance is made and accepted subject to any and all restrictions, covenants, conditions, easements, rights of way and reservations of record in the hereinabove mentioned county and state, if any, applicable to the herein conveyed property or any part thereof, including but not limited to the following:

**THIS DOCUMENT WAS PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION.**

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, gives, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors,

**WARRANTY DEED - PAGE 1**

#725

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administrator, and successors, to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations herein and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this 7 day of August, 1998.

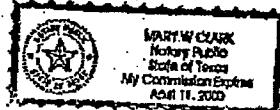
*Ruby Faye Larkin*  
RUBY FAYE LARKIN

(Acknowledgment)

STATE OF TEXAS

COUNTY OF Garland

This instrument was acknowledged before me on the 7 day of August, 1998, by RUBY FAYE LARKIN.



*Mary W. Clark*  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
Glenda Carteough  
1417 High Meadow Circle  
Garland, Texas 75040-7503

PREPARED IN THE LAW OFFICE OF:  
THE MCCORE LAW FIRM, L.L.P.  
108 Bonham Street  
Paris, Texas 75460

WARRANTY DEED - PAGE 2

Exhibit "A" - 37-522

VOL 227 PG 67837

FIRST TRACT all that certain tract or parcel of land, a part of the Crider Survey, Delta County, Texas, and more fully described as being 30 acres of land off of South side of 80 acres of land, once owned by J. W. Cross, now deceased;

BEGINNING at the S. E. Corner of said 80 acre tract of land in  
E. B. line of said Grider survey on the W. B. line A. Askey survey;

THENCE NORTH 187-1/2 varas a stake on E. B. line of said  
Grader survey;

THENCE WEST 904 varas the W. B. line of said Grider survey

THENCE SOUTH with said W. B. line 187-1/2 varas to S.W. corner of said 80 acre tract;

ING 30 acres of land.

SECOND TRACT: All that certain tract or parcel of land a part of the A. Askey survey and a part of a certain 140 acre tract set apart by partition to the heirs of J. H. Ingersoll by District Court of Delta County, Texas, off the South end of a 320 acre tract out of the same survey and the tract hereby conveyed is 40 ACRES off the North end of the said 140 acre tract being described as follows:

BEGINNING at a stake 108-95/100 poles North of the S.W. corner of said 320 acre tract on the W. B. line of the same;

RUNS THENCE North to the partition line between Doboney and the heirs of said Ingersol 43-58/100 poles a stake;

THENCE EAST with the said partition line 146-6/7 poles to the E. E. line of said 320 acre tract.

THENCE SOUTH 43-58/100 poles a stake;

THENCE WEST to the place of beginning, CONTAINING 30

acres of land.

— 2 —

10/25 1425 August 78 9:36A.  
1425 September 79 9:34P.  
BY NAME - ALSO RECORDED AS WENFIL

VOL195 PAGE 512

#4034

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS

\$ KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF DELTA

That I, EDNA HAGOOD, of the County of Orange, State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS and other valuable consideration cash to the undersigned paid by the grantees herein named, the receipt of which is hereby acknowledged, and the further consideration of the additional sum of FORTY FIVE THOUSAND ONE HUNDRED SEVENTY SEVEN AND 93/100THS DOLLARS (\$45,177.93) paid by Grantee on and in accordance with the terms of one certain promissory note of even date herewith, in the principal sum of \$45,177.93 executed by Grantee payable to EDNA HAGOOD, at Vidor, Orange County, Texas, said Note bearing interest and payable as therein stipulated, until said note, has been fully paid; said note contains the usual attorney's fees clause and acceleration of maturity clause in the event of default in the payment thereof; said note is secured by Vendor's Lien herein and hereby retained, also by a Deed of Trust of even date herewith from the makers of said note to Edgar J. Garrett, Jr., Trustee, on the hereinafter described and conveyed real property; have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto HERB PUTZ, 54 Shore Drive, Fort Chester, New York, New York 10573, all the following described real property in Delta County, Texas, to-wit:

See EXHIBIT "A", attached hereto and made a part hereof just as if copied herein verbatim.

This conveyance is made and accepted subject to any and all valid, outstanding easements, restrictions, reservations and rights-of-way affecting the tract of land herein conveyed.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, EDNA HAGOOD, her heirs and assigns, an undivided one-half (1/2) interest in the oil, gas and other minerals in and under and that may be produced from the above property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals and removing the same therefrom.

It is agreed and understood that at the end of twenty-five (25) years from the date of this Warranty Deed an additional one-fourth (1/4) interest is hereby conveyed to E.T. LAND AND CATTLE COMPANY, in and only in the event that there has been no production on said property. In the event of production the additional one-fourth (1/4) interest is not to be conveyed in the oil, gas and other minerals in and under and that may be produced from the above property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals and removing same therefrom.

It is further agreed and understood that in the event Grantor sells her undivided one-half (1/2) interest in said oil, gas and other minerals, before the end of the twenty-five (25) year period, then and in that event, Grantee has the first option of purchase.

Grantors having paid their pro rata share of the ad valorem taxes on the property herein conveyed for the year 1990, to Grantee, Grantee therefore assumes payment of all ad valorem taxes on the property herein conveyed for the entire year 1990.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantee, her heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, her heirs and assigns, against every person whatsoever lawfully claiming or to claim the same or any part thereof.

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But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect, and reading thereof, when this Deed shall become absolute.

EXECUTED this 20th day of September, 1990.

*Edna Haggard*  
EDNA HAGGARD

THE STATE OF TEXAS  
THE COUNTY OF ORANGE

BEFORE ME, the undersigned authority, on this day personally appeared EDNA HAGGARD, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 20th day of September, 1990.

*Dianra Killough*  
Notary Public, State of Texas



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#4024

EXHIBIT A

TRACT ONE

Being situated in A. Askey Survey, Abstract No. 2, Delta County, Texas and being the same land conveyed to Charlie Bagood by Frank Bagood by deed recorded in Volume 137, Page 479, Deed Records, Delta County, Texas and being more particularly described as follows:

BEGINNING at the northeast corner of said tract an iron rod for corner and being S 85° 54' 28" E 3414.5 feet from the southeast corner of the G.J. Gridder Survey Abstract No. 142;

THENCE East along the north line of said tract being the south line of the Cheek 50 acre tract, a distance of 2477.38 feet to an iron rod for corner;

WHENCE S 0° 13' 12" W along the east line of said tract, a distance of 1430.63 feet to an iron rod for corner;

THENCE N 89° 39' 07" W, a distance of 2472.84 feet to an iron rod for corner;

THENCE N 0° 02' 13" E along the west line of said tract being the center line of a county road, a distance of 1415.6 feet to the point of beginning and containing 80.8619 acres of land.

TRACT TWO

Being situated in the W. Phillips Survey, Abstract No. 268, Delta County, Texas and being the same land conveyed to Charlie Bagood by Frank Bagood by deed recorded in Volume 92, Page 194, Deed Records, Delta County, Texas and being more particularly described as follows:

BEGINNING at the northeast corner of said tract being on the east line of said Phillips Survey and being South 1859.4 feet and along said east line from the northeast corner of said survey;

THENCE N 89° 47' 45" W along the north line of said tract and along an old county road, a distance of 1636.73 feet to the northeast corner of said tract;

THENCE South passing an iron rod at a distance of 15.7 feet and continuing in all a distance of 1297.0 feet to an iron rod for corner;

THENCE S 89° 47' 45" along an old hedge row, a distance of 1636.73 feet to an iron rod for corner;

THENCE North along the east line of said tract being the centerline of an old county road, passing an iron rod at a distance of 1261.54 feet and continuing in all, a distance of 1297.0 feet to the point of beginning and containing 48.7334 acres of land.

TRACT THREE

Being situated in the J.B. Anderson Survey, Abstract No. 3, Delta County, Texas, and being the same land conveyed to Charlie Bagood by Frank Bagood by deed recorded in Volume 61, Page 310, Deed Records Delta County, Texas and being Block 2 of the subdivision of the J.H. Allen land recorded in Book 38, page 198, Deed Records of said county and being more particularly described as follows:

BEGINNING at a point in the north line of said Anderson survey that is west 1232.55 feet and along said north line from the northeast corner of said survey;

THENCE West along said north line and along the center line of a county road a distance of 1232.55 feet to a point for corner;

THENCE S 0° 02' 31" E passing an iron rod at a distance of 25.0 feet and continuing along the east line of a dirt road, a distance of 1505.79 feet to iron rod for corner;

THENCE East a distance of 1232.55 feet to an iron rod for corner;

THENCE N 0° 02' 31" W passing an iron rod at a distance of 1484.79 feet and continuing in all, a distance of 1505.79 feet to the point of beginning and containing 42.607 acres of land.

Filed for record the 18 day of Sept 1976 at 12:00 P.M.  
Recorded the 3 day of Oct 1976 at 8:30 A.M.  
Delta County Clerk, Delta County, TX  
MFB

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EXHIBIT A

TRACT ONE

Being situated in A. Ashby Survey, Abstract No. 2, Delta County, Texas and being the same land conveyed to Charlie Haygood by Frank Haygood by deed recorded in Volume 137, Page 473, Deed Records, Delta County, Texas and being more particularly described as follows:

BEGINNING at the northwest corner of said tract an iron rod for corner and being S 85°4'28" E 3414.5 feet from the southeast corner of the G.J. Grider survey Abstract No. 142;

THENCE East along the north line of said tract being the south line of the Gregg 50 acre tract, a distance of 2677.38 feet to an iron rod for corner;

THENCE S 0°13'12" W along the east line of said tract, a distance of 1430.63 feet to an iron rod for corner;

THENCE N 89° 39'07" W, a distance of 2472.84 feet to an iron rod for corner;

THENCE N 0° 02'13" E along the west line of said tract being the center line of a county road, a distance of 1415.6 feet to the point of beginning and containing 80.8619 acres of land.

TRACT TWO

Being situated in the B. Phillips Survey, Abstract No. 268, Delta County, Texas and being the same land conveyed to Charlie Haygood by Frank Haygood by deed recorded in Volume 92, Page 194, Deed Records, Delta County, Texas and being more particularly described as follows:

BEGINNING at the northeast corner of said tract being on the east line of said Phillips Survey and being South 1858.4 feet and along said east line from the northeast corner of said survey;

THENCE N 63°47'45" W along the north line of said tract and along an old county road, a distance of 1636.73 feet to the northwest corner of said tract;

THENCE South passing an iron rod at a distance of 15.7 feet and continuing in all a distance of 1297.0 feet to an iron rod for corner;

THENCE S 89°47'45" along an old hedge row, a distance of 1636.73 feet to an iron rod for corner;

THENCE North along the east line of said tract being the centerline of an old county road, passing an iron rod at a distance of 1261.54 feet and continuing in all, a distance of 1297.0 feet to the point of beginning and containing 48.7334 acres of land.

TRACT THREE

Being situated in the J.B. Anderson Survey, Abstract No. 3, Delta County, Texas, and being the same land conveyed to Charlie Haygood by Frank Haygood by deed recorded in Volume 63, Page 310, Deed Records Delta County, Texas and being Block 2 of the subdivision of the J.B. Allen land recorded in Book 38, page 198, Deed Records of said county and being more particularly described as follows:

BEGINNING at a point in the north line of said Anderson survey that is west 1232.55 feet and along said north line from the northeast corner of said survey; THENCE West along said north line and along the center line of a county road a distance of 1232.55 feet to a point for corner;

THENCE S 0°02'31" E passing an iron rod at a distance of 25.0 feet and continuing along the east line of a dirt road, a distance of 1505.79 feet to iron rod for corner;

THENCE East a distance of 1232.55 feet to an iron rod for corner;

THENCE N 0°02'31" W passing an iron rod at a distance of 1484.79 feet and continuing in all, a distance of 1505.79 feet to the point of beginning and containing 42.607 acres of land.

Filed for record the 28 day of September 1996 at 11:11:10 AM  
Recorded the 28 day of September 1996 at 11:11:10 AM  
MARY E. FEELEY, COUNTY CLERK, DELTA COUNTY, TEXAS  
MUF

**Herb Putz**

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**From:** Carroll, Bob A <Bob.Carroll@atmosenergy.com>  
**Sent:** Wednesday, March 12, 2014 2:28 PM  
**To:** Putz Farms  
**Subject:** RE: CASE 10693 IN TH DISTRICT COURT OF DELTA COUNTY

Thanks!

Just send me the information and we will contact.

**From:** Putz Farms [mailto:[putzfarms@wildblue.net](mailto:putzfarms@wildblue.net)]  
**Sent:** Wednesday, March 12, 2014 1:09 PM  
**To:** Carroll, Bob A  
**Subject:** RE: CASE 10693 IN TH DISTRICT COURT OF DELTA COUNTY

Thank you for providing us the data. Do we try to settle through Mr. Terrell or you or provide name address/e-mail/phone # of person Thanks

**From:** Carroll, Bob A [mailto:[Bob.Carroll@atmosenergy.com](mailto:Bob.Carroll@atmosenergy.com)]  
**Sent:** Wednesday, March 12, 2014 11:25 AM  
**To:** [Bob.Carroll@atmosenergy.com](mailto:Bob.Carroll@atmosenergy.com)  
**Cc:** [David.W.Wonka@atmosenergy.com](mailto:David.W.Wonka@atmosenergy.com); Hofmann, Nick; Flood, Raphael  
**Subject:** FW: CASE 10693 IN TH DISTRICT COURT OF DELTA COUNTY

Mr. Putz,

Mr. Terrell has joined a different law firm and still represents Atmos.

The work began @ 7/25/2013 on the pipeline replacement and was completed 8/30/2013. The damaged area was 50' X 4,740' + 237,500 sq. ft. for a total of @ 6 acres of crop damages.

Thanks  
Bob

**From:** Harwell, David W  
**Sent:** Monday, March 10, 2014 8:29 AM  
**To:** Carroll, Bob A; [David.W.Wonka@atmosenergy.com](mailto:David.W.Wonka@atmosenergy.com)  
**Cc:** 'Teresa Wonka ([Teresa.Wonka@atmosenergy.com](mailto:Teresa.Wonka@atmosenergy.com))'  
**Subject:** RE: CASE 10693 IN TH DISTRICT COURT OF DELTA COUNTY

Construction started a couple of days @ 7/25/13 and the replacement was completed on 8/30/13.

**From:** Putz Farms [mailto:[putzfarms@wildblue.net](mailto:putzfarms@wildblue.net)]  
**Sent:** Friday, March 07, 2014 2:37 PM  
**To:** Carroll, Bob A  
**Subject:** FW: CASE 10693 IN TH DISTRICT COURT OF DELTA COUNTY

Good afternoon Mr. Carroll – when can we expect the requested documents – as we need to move forward settling the damages you caused us and to which you are committed to hold us harmless under the ROW agreement?

**From:** Putz Farms [mailto:[putzfarms@blue.net](mailto:putzfarms@blue.net)]

**Sent:** Friday, February 28, 2014 3:58 PM

**To:** 'bob.carroll@atmosenergy.com'

**Subject:** CASE 10693 IN TH DISTRICT COURT OF DELTA COUNTY

Good afternoon – we just learned that Mr. Terrell no longer represents ATMOS. Atmos damaged our standing crop. Please provide us immediately the (i) date and time when Atmos and their agent entered and performed certain work (ii) the description of the work performed (iii) the length and the width of work on our property. Rgds Dr. H Putz

**HERBERT R. PUTZ**  
1825 Locust Grove Church Rd.  
Orange, VA 22960  
(540) 406 7054



December 1, 2017

The Honorable Clerk  
Karen Mitchell  
United States District Court  
Northern District of Texas  
1100 Commerce Street  
Dallas, TX 75242

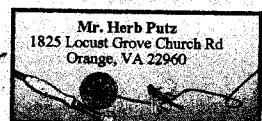
RE: Herbert R. Putz v. Atmos Energy Corporation

Honorable Ms. Mitchell,

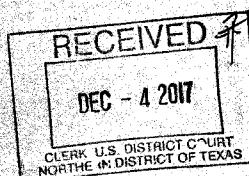
Please find enclosed (i) original and a copy of PLAINTIFFS' ORIGINAL COMPLAINT TO COMPEL DEFENDANT TO APPOINT THEIR "DISINTERESTED PERSON" TO PROCEED WITH THE ALTERNATE DISPUTE RESOLUTION STIPULATED IN THE EASEMENT AGREEMENTS; (ii) Summon in a Civil Action; (iii) Check drawn on Virginia National Bank in the amount of \$ 400,00 for fees in conjunction with the complaint.

If you have any questions or I did miss something I appreciate contacting me at (540) 406 7054 or .

Respectfully,



U.S. POSTAGE  
PAID  
ORANGE, VA  
22960  
DEC 01 17  
AMOUNT  
**\$13.90**  
R2305M144333-03



The Honorable  
Kerry Mitchell  
U.S. District Court  
Northern District of Texas  
1100 Commerce St

DA 1118 TX 75242